



BellSouth Telecommunications, Inc.
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January 18, 2001

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

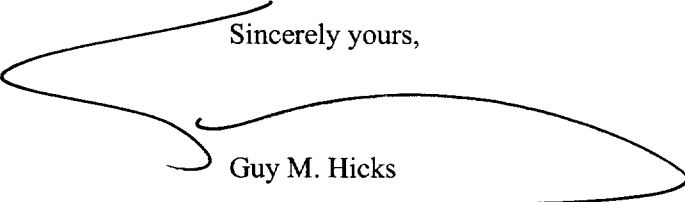
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ACCESS Integrated Networks, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. ~~00-00496~~ 01-00075

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, ACCESS Integrated Networks, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated February 17, 2000. The Amendment incorporates interim rates for Line Sharing and other services as established by the Tennessee Regulatory Authority.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Mr. Tom Wright, ACCESS Integrated Networks, Inc.

CK# 4725 50.00
PAID 1/19/01
POSTED 1/19/01

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and ACCESS Integrated Networks, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-00496~~ 01-00075

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND ACCESS INTEGRATED NETWORKS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, ACCESS Integrated Networks, Inc. ("ACCESS Integrated") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated February 17, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, ACCESS Integrated and BellSouth state the following:

1. ACCESS Integrated and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to ACCESS Integrated. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 15, 2000.

2. The parties have recently negotiated an Amendment to the Agreement which incorporates interim rates for Line Sharing and other services as established by the Tennessee Regulatory Authority. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, ACCESS Integrated and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and ACCESS Integrated within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. ACCESS Integrated and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

ACCESS Integrated and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 19th day of Jan, 2001.

Respectfully submitted,

~~BELLSOUTH~~ TELECOMMUNICATIONS, INC.

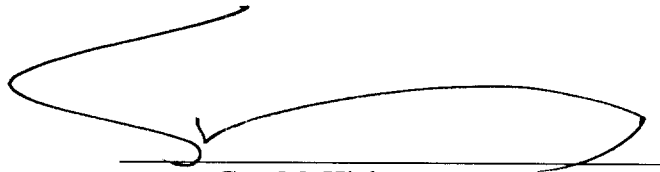
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail:

Mr. Tom Wright
ACCESS Integrated Networks, Inc.
4885 Riverside Drive, Suite 202
Macon, GA 31210

A handwritten signature in black ink, consisting of a large, stylized 'G' followed by 'uy M. Hicks'. The signature is written over a horizontal line.

Guy M. Hicks

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND ACCESS INTEGRATED NETWORKS, INC.
DATED FEBRUARY 17, 2000

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and ACCESS Integrated Networks, Inc. ("ACCESS Integrated") hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated February 17, 2000 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and ACCESS Integrated hereby covenant and agree as follows:

1. Attachment 2 of the Interconnection Agreement is hereby amended to add a new section 2.10 and all its subsections for the state of Tennessee as follows:

2.10 Preordering Loop Makeup (LMU)

2.10.1 Description of Service

2.10.1.1 BellSouth shall make available to ACCESS Integrated loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from ACCESS Integrated ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI)* for *preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.10.1.2 BellSouth will provide ACCESS Integrated with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by ACCESS Integrated for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by ACCESS Integrated and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.10.1.3 BellSouth's LMU information is provided to ACCESS Integrated as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.10.1.4 BellSouth offers LMU information for the sole purpose of allowing ACCESS Integrated to determine whether, in ACCESS Integrated's

judgment, BellSouth's loops will support the specific services that ACCESS Integrated wishes to provide over those loops. ACCESS Integrated may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, ACCESS Integrated shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. ACCESS Integrated bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. ACCESS Integrated bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with ACCESS Integrated's equipment for accomplishing ACCESS Integrated's end goal for the intended service it wishes to provide its end-user(s). ACCESS Integrated is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.10.2 Submitting Loop Makeup Service Inquiries

2.10.2.1 ACCESS Integrated will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if ACCESS Integrated determines that it needs further loop data information in order to make a determination of loop service capability, ACCESS Integrated may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.10.2.3. Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to ACCESS Integrated.

2.10.2.2 **Manual** LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

2.10.2.3 LMUSI Types and Associated Charges

2.10.2.3.1 ACCESS Integrated may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit 1-TN.

2.10.2.3.2 ACCESS Integrated will be assessed a nonrecurring charge for each facility queried as specified in Exhibit 1-TN. Rates for Tennessee are interim and subject to true-up pending approval of final rates by the

respective State Commission. True-ups will be retroactive to the effective date of this Agreement.

- 2.10.2.3.3 ACCESS Integrated may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which ACCESS Integrated does not plan to place a UNE local service request (LSR) should be cancelled by ACCESS Integrated. Should ACCESS Integrated wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).
- 2.10.2.3.4 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to ACCESS Integrated for the facility queried. During this holding time and prior to ACCESS Integrated's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure ACCESS Integrated's ability to order the exact facility reserved.
- 2.10.2.3.5 If ACCESS Integrated does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.10.2.3.6 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.
- 2.10.2.4 Ordering of Other UNE Services
- 2.10.2.4.1 Whenever ACCESS Integrated has reserved a facility through BellSouth's preordering LMU service, should ACCESS Integrated seek to place a subsequent UNE LSR on a reserved facility, ACCESS Integrated shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., ACCESS Integrated will be billed the appropriate rate element for the specific type UNE loop ordered by ACCESS Integrated as set forth in this Attachment. ACCESS Integrated will not be billed any additional Loop Makeup charges for the loop so ordered. Should ACCESS Integrated choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, ACCESS Integrated will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in Exhibit 1-TN in this Attachment.
- 2.10.2.4.2 Where ACCESS Integrated submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to ACCESS Integrated the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by ACCESS Integrated. For those occasions when BellSouth cannot assign the specific facility reserved by ACCESS Integrated during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by ACCESS Integrated during the ordering

process, BellSouth will assign to ACCESS Integrated, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by ACCESS Integrated. If the ordered loop type is not available, ACCESS Integrated may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2. Attachment 2 of the Interconnection Agreement is hereby amended to add a new section 14.0 and all its subsections for the state of Tennessee as follows:

14.0 **High Frequency Spectrum Network Element**

14.1 General

14.1.1 BellSouth shall provide ACCESS Integrated access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit 1-TN. BellSouth shall provide ACCESS Integrated with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

14.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow ACCESS Integrated the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. ACCESS Integrated shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. ACCESS Integrated shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

14.1.3 The following loop requirements are necessary for ACCESS Integrated to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide ACCESS Integrated access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of Attachment 2 of the Interconnection Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If ACCESS Integrated requests that BellSouth condition a loop longer than 18,000 ft. and such

conditioning significantly degrades the voice services on the loop, ACCESS Integrated shall pay for the loop to be restored to its original state.

14.1.4 ACCESS Integrated's termination point is the point of termination for ACCESS Integrated on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect ACCESS Integrated's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to ACCESS Integrated's xDSL equipment in ACCESS Integrated's collocation space.

14.1.5 ACCESS Integrated shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.

14.2.0 **Provisioning of High Frequency Spectrum and Splitter Space**

14.2.1 BellSouth will provide ACCESS Integrated with access to the High Frequency Spectrum as follows:

14.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of ACCESS Integrated's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

14.2.1.2 Once a splitter is installed on behalf of ACCESS Integrated in a central office, ACCESS Integrated shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

14.2.1.2.1 BellSouth will bill and ACCESS Integrated shall pay the SOMAN and SOMECH charges as described in this Agreement when ACCESS Integrated orders High Frequency Spectrum for end-user service.

14.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide ACCESS Integrated access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide ACCESS Integrated with a carrier notification letter, informing ACCESS Integrated of change. ACCESS Integrated shall purchase ports on the splitter as set forth more fully below.

14.2.1.4 BellSouth will install the splitter in (i) a common area close to the ACCESS Integrated collocation area, if possible; or (ii) in a BellSouth relay rack as close to the ACCESS Integrated DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified ACCESS Integrated DS0 at such time that a ACCESS Integrated end user's service is established.

- 14.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and ACCESS Integrated desires to continue providing xDSL service on such loop, ACCESS Integrated shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and ACCESS Integrated desires to continue providing xDSL service on such loop, ACCESS Integrated shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give ACCESS Integrated notice in a reasonable time prior to disconnect, which notice shall give ACCESS Integrated an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and ACCESS Integrated purchases the full stand-alone loop, ACCESS Integrated may elect the type of loop it will purchase. ACCESS Integrated will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit 1-TN to this Attachment. In the event ACCESS Integrated purchases a voice grade loop, ACCESS Integrated acknowledges that such loop may not remain xDSL compatible.
- 14.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.
- 14.2.2 Ordering
- 14.2.2.1 To order High Frequency Spectrum on a particular loop, ACCESS Integrated must have a DSLAM collocated in the central office that serves the end-user of such loop. ACCESS Integrated may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 14.2.1.1.
- 14.2.2.2 BellSouth will devise a splitter order form that allows ACCESS Integrated to order splitter ports in increments of 24 ports.
- 14.2.2.2.1 BellSouth will provide ACCESS Integrated the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 14.2.2.3 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When ACCESS Integrated submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide ACCESS Integrated with access to the High Frequency Spectrum at the following target intervals:

- 14.2.2.3.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.
- 14.2.2.4 BellSouth will provide to ACCESS Integrated BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.
- 14.2.2.5 BellSouth will provide ACCESS Integrated access to the Preordering Loop Makeup (LMU), in accordance with Section 2.10 of this Agreement. BellSouth shall bill and ACCESS Integrated shall pay the rates for such services, as described in Exhibit 1-TN.
- 14.3.0 **Maintenance and Repair**
- 14.3.1 ACCESS Integrated shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. ACCESS Integrated may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 14.3.1.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. ACCESS Integrated will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 14.3.1.2 ACCESS Integrated shall inform its end users to direct data problems to ACCESS Integrated, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 14.3.1.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.
- 14.3.1.4 In the event ACCESS Integrated's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify ACCESS Integrated and allow twenty-four (24) hours to cure the trouble. If ACCESS Integrated fails to resolve the trouble, BellSouth may discontinue ACCESS Integrated's access to the High Frequency Spectrum on such loop.

3. Pursuant to Exhibit C in Attachment 2 of the Interconnection Agreement, the Parties hereby agree to add the rates for Unbundled Network Element Line Sharing and Unbundled Loop Modification/Conditioning and amend the rates for Loop Make-Up for the state of Tennessee as set forth in Exhibit 1-TN. Based on the results of the Tennessee Regulatory Authority (TRA) hearing on September 26, 2000 in Docket No. 00-00544 the interim rates for Line Sharing and Other Services in Tennessee shall be as set forth in Exhibit 1-TN. These rates shall be subject to retroactive true-up once permanent rates for Unbundled Network Elements Line Sharing,

Unbundled Loop Modification/Conditioning and Loop Make-Up have been established by the Authority.

4. The Parties agree that the rates for Tennessee in Exhibit C of Attachment 2 of the Interconnection Agreement that are associated with the Loop Make-Up elements are hereby deleted and replaced with new rates for like elements hereto attached as Exhibit 1-TN.

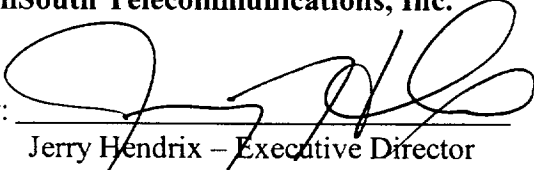
5. The Parties agree that the rates for Tennessee in Exhibit C of Attachment 2 of the Interconnection Agreement are hereby amended to include the new rate elements for Loop Make-Up found in Exhibit 1-TN hereto attached.

6. The Parties agree that all of the other provisions of the Interconnection Agreement, dated February 17, 2000, shall remain in full force and effect.

7. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

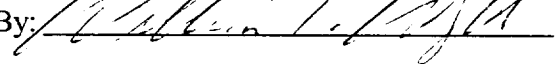
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: 
Jerry Hendrix – Executive Director

Date: 12/8/00

ACCESS Integrated Networks, Inc.

By: 

Date: 11-17-00

EXHIBIT 1-TN

BELLSOUTH/ACCESS INTEGRATED
NETWORK ELEMENTS
AND OTHER SERVICES

Attachment 2
Exhibit C
TN Rates

| DESCRIPTION | | USOC | TN |
|---|--|-------|----------|
| Unbundled Loop Modification/Conditioning | | | |
| | NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kft ** | ULM2L | \$65.40 |
| | NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - 1st ** | ULM2G | \$710.71 |
| | NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - Add'l ** | ULM2G | \$23.77 |
| | NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kft ** | ULM4L | \$65.40 |
| | NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - 1st ** | ULM4G | \$710.71 |
| | NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - Add'l ** | ULM4G | \$23.77 |
| | NRC - Bridge Tap Removal per pair unloaded ** | ULMBT | \$65.44 |
| Loop Make Up | | | |
| | NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Manual) ** | UMKLW | \$100.00 |
| | Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is 3. ** | UMKLW | \$100.00 |
| | NRC-Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Max number of spare facilities per manual LMUSI is 3. ** | UMKLP | \$100.00 |
| | NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized) ** | | \$0.6888 |
| | Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10. ** | | \$0.6888 |
| | Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10. ** | | \$0.6888 |
| LINE SHARING | | | |
| | 2-Wire analog VG (SL1) for Line Sharing | | |
| | RC - per month (See Note) ** | | \$12.16 |
| | NRC - 1st (See Note) ** | | \$31.99 |
| | NRC - Add'l (See Note) ** | | \$20.02 |
| | | | |
| | System Splitter - 96 Line Capacity | | |
| | RC - Per month ** | ULSDA | \$100.00 |
| | NRC - 1st ** | ULSDA | \$150.00 |
| | NRC - Add'l ** | ULSDA | \$0.00 |
| | NRC - Disconnect 1st ** | ULSDA | \$150.00 |
| | NRC - Disconnect Add'l ** | ULSDA | \$0.00 |
| | | | |

EXHIBIT 1-TN

BELLSOUTH/ACCESS INTEGRATED
NETWORK ELEMENTS
AND OTHER SERVICES

Attachment 2
Exhibit C
TN Rates

| | | | |
|--------------|---|-------|----------|
| | System Splitter - 24 Line Capacity | | |
| | RC - Per month ** | ULSDB | \$25.00 |
| | NRC - 1st ** | ULSDB | \$150.00 |
| | NRC - Addl ** | ULSDB | \$0.00 |
| | NRC - Disconnect 1st ** | ULSDB | \$150.00 |
| | NRC - Disconnect Add'l ** | ULSDB | \$0.00 |
| | | | |
| | Loop Capacity, Line Activation Per Occurrence | | |
| | RC - Per Month ** | ULSDC | \$3.48 |
| | NRC - 1st ** | ULSDC | \$40.00 |
| | NRC - Addl ** | ULSDC | \$21.39 |
| | | | |
| | Subsequent Activity - Per Occurrence | | |
| | NRC - 1st ** | ULSDS | \$30.00 |
| | NRC - Addl ** | ULSDS | \$15.00 |
| | | | |
| | ** Interim Rates subject to true-up | | |
| Note: | | | |
| | The recurring interim and nonrecurring interim rates in TN for 2-Wire analog VG (SL1) for Line Sharing is for a stand-alone loop purchased by ACCESS Integrated to provide both analog voice service and xDSL services or in the event ACCESS Integrated wishes to continue providing xDSL services to an end-user who terminates its BellSouth-provided voice service. These rates apply when ACCESS Integrated purchases the splitter from BellSouth. | | |